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HM Revenue
& Customs

Bid Pack

Attachment 4 – Order Form and Call-Off Schedules

HM Revenue and Customs

Further Competition under Lot 1a of the FM Marketplace
Phase 2 RM 6089

ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES
[Part A - Order Form Template]

Contract Number: SR148155484

From the ("Buyer "): H M Revenue and Customs

To the ("SUPPLIER")

Name: Mitie Security Limited

Registered Address:

Mitie Security Limited. The Shard, Level 12, 32 London Bridge, London SE1 9SG

Registered Number: 01013210

DUNS Number: 23-138-4041

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM 6089 Lot 1a and dated 25/Feb/2019 for the provision of security services.

CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot 1a

| Lot | Tick as appropriate | Supplier accreditations required for the Lot |
|-----|---------------------|--|
| 1a | Applicable | ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Basic Member of Contractor Scheme (ACS) Member of an accreditation association and/or trade body of one or more of the following organisations: NSI - National Security Inspectorate BSIA – British Security Industry Association SIA - Security Industry Authority. |



| | | |
|----|-----------------------|--|
| | | IPSA - International Professional Security Association SSAIB - Security Systems and Alarm Inspection Board CCAS – Chamber Certification Assessment Services ISOQAR – Alcumus |
| 1b | Not Applicable | ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Basic Member of an accreditation association and/or trade body of one or more of the following organisations: NSI – National Security Inspectorate. BSIA – British Security Industry Association IPSA - International Professional Security Association SSAIB – Security Systems and Alarm Inspection Board Member of or willing to have before the first call-off, one of the following memberships of the below accreditation bodies: Register of Security Engineers (RSES) which encompasses Generalist Security Advisors (GSA) and Specialist Security Advisors (SSA). Register of Chartered Security Professionals (charteredsecurityprofessional.org). Association of Security Consultants (ASC) (securityconsultants.org.uk). Certified Professional Scheme – National Cyber Security Centre (NCSC) (www.ncsc.gov.uk/articles/about-certified-professional- scheme). |
| 2a | Not Applicable | ISO 9001, ISO 14001, IS Cyber Essentials Plus |
| 2b | Not Applicable | ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Plus |
| 2c | Not Applicable | ISO 9001 ISO 14001 |

| | | |
|---|-----------------------|---|
| | | OHSAS 18001 Cyber Essentials Basic |
| 3 | Not Applicable | ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Plus |

CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. The following Schedules:

Call-Off Schedule 28 (Call Off Specification)

]



[REDACTED]

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

CALL-OFF SPECIAL TERMS:

The following Special Terms shall be incorporated into this Call-Off Contract:

S1. Freedom of Information and Transparency Information

S1.1 Clause 16 of the Core Terms does not apply to this Call-Off Contract and is superseded by this Special Term S1.

S1.2 The Supplier acknowledges that the Buyer is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Buyer and CCS to enable the Buyer to comply with its information disclosure obligations.

S1.3 The Supplier shall procure that any Subcontractors shall:

- a) Transfer to the Buyer all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receiving a Request for Information;
- b) Provide the Buyer with a copy of all relevant Information in its possession or power in the format that the Buyer requires within 5 Working Days (or such other period as the Buyer may reasonably specify) of the Buyer's request; and
- c) Provide all necessary assistance as reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the EIR.

- S1.4 The Buyer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
- S1.5 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Buyer.
- S1.6 If the Buyer receives a Request for Information relating to Information previously considered by the Parties to be Commercially Sensitive Information that is exempt under the FOIA the Buyer shall:
- a) Consider whether the Information is, in fact exempt;
 - b) Consider whether the public interest in maintaining the exemption outweighs the public interest in disclosing the Information (unless the Information benefits from an absolute exemption); and
 - c) Consult with the Supplier prior to disclosure of the Information whenever reasonably practicable.
- S1.7 Within the required timescales set out in Call-Off Schedule 1 (Transparency Reports), the Supplier must give the Buyer full co-operation and provide all Information needed so that the Buyer can publish the Transparency Information.
- S2. Pricing and payments
- S2.1 Clause 4.7 of the Core Terms does not apply to this Call-Off Contract and is superseded by this Special Term S2.
- S2.2 Where the Supplier enters into a Sub-Contract with a Subcontractor for the purpose of performing its obligations under this Call-Off Contract, it shall (in fulfilment of the obligations expressed in Regulation 113 of the Public Contracts Regulations 2015) ensure that a provision is included in such a Sub-Contract which requires payment to be made of all sums due by the Supplier to the Subcontractor within a specified period not exceeding 30 days from the date that the invoice is determined as being valid and undisputed and shall require the Subcontractor to include in any Sub-Contract that it in turn awards provisions to the same effect.

S2.3 The Supplier must ensure that all Subcontractors are paid, in full, within the period specified in the relevant Sub-Contract following receipt of a valid, undisputed invoice.

S2.4 If the Supplier does not act in accordance with Special Term S2.3 above, CCS or the Buyer can publish the details of the late payment or non-payment.

S3. Tax

S3.1 Clauses 31.1 and 31.2 of the Core Terms do not apply to this Call-Off Contract and are superseded by this Special Term S3.

S3.2 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including, where applicable, any interest or any fines.

S3.3 The Supplier represents and warrants that, as at the Start Date, it has notified the Buyer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

S3.4 If, at any point during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- a) Notify the Buyer in writing of such fact within 5 Working Days of its occurrence; and
- b) Promptly provide to the Buyer:
 - (i) Details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) Such other information in relation to the Occasion of Tax Non-Compliance as the Buyer may reasonably require.

S3.5 In the event that:

- a) The warranty given by the Supplier pursuant to Clause S3.3 is materially untrue; or
- b) The Supplier commits a material breach of its obligation to notify the Buyer of any Occasion of Tax Non-Compliance as required by Clause S3.4; or
- c) The Supplier fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable

The Buyer shall be entitled to terminate this Call-Off Contract with immediate effect on written notice to the Supplier.

S4. Data protection and data processing

S4.1 Joint Schedule 11 (Processing Data) does not apply to this Call-Off Contract and is superseded by Call-Off Special Schedule 2 (Data protection and processing data).

S5. Cessation of supply of Deliverables to individual Buyer Premises

S5.1 This Special Term S5 will apply where the Buyer decides, at its sole discretion, that the Supplier will cease to supply the Deliverables to any of the individual Buyer Premises for any reason (an “**Individual Cessation of Supply**”).

S5.2 An Individual Cessation of Supply will amount to a Partial Termination of the Call-Off Contract in accordance with Clause 10.8 of the Core Terms.

S5.3 For the avoidance of doubt, Partial Termination of this Call-Off Contract to enable an Individual Cessation of Supply will not prevent the remaining parts of the Call-Off Contract being used to effectively deliver the intended purpose of the Call-Off Contract.

S6. Novation

S6.1 Where the Buyer no longer occupies a Site that remains occupied by a Government Department, the Buyer may, at its sole discretion, novate the part of this Contract that relates to the relevant Site to the Government Department that remains in occupation.

S7. Call-Off Special Schedules

S7.1 The following Call-Off Special Schedules shall apply to this Call-Off Contract:

- 1) Call-Off Special Schedule 1 (Call-Off Definitions);
- 2) Call-Off Special Schedule 2 (Data protection and processing data);

S7.2 In the event of any inconsistency between any of the Call-Off Special Schedules, the order or precedence of the Call-Off Special Schedules shall be that listed at Special Term S7.1 above.

CALL-OFF START DATE: 24/June/2019

CALL-OFF EXPIRY DATE: 23/June/2024

CALL –OFF INITIAL PERIOD: Five (5) Years; plus optional extensions of One Year + One Year optional.

MOBILISATION PERIOD: Up to three (3) months as set out in the Mobilisation Plan for each Buyer Premises.

CALL-OFF DELIVERABLES:

The Deliverables set out in the Matrix of Deliverables in Call-Off Schedule 28 (Call-Off Specification) in relation to the following Buyer Premises.

| Belfast Regional Centre | Belfast | Regional Centre |
|-------------------------|------------|-----------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

DRAWN DOWN DELIVERABLES:

The location of the provision of certain Deliverables is not fixed on the Effective Date however the Buyer expects to add further Buyer Premises to this Call-Off Contract (“On-Board”) over time and is aware that the following parameters may apply to its requirements for these Deliverables;

- The Data Room document, “Buildings in Scope”, sets out a full list of the Buildings in Scope that the Buyer expects to On-Board to this Call-Off Contract, and the date that On-Boarding is anticipated for each Building in Scope listed.
- [REDACTED]
- The intention of the Buyer is to On-Board all of the Buildings in Scope and any additional premises to this Call-Off Contract but it can, at its sole discretion, choose not to On-Board any of the Buildings in Scope or additional premises to this Call-Off Contract.

Where the Buyer wishes to On-Board a Site to this Call-Off Contract the following procedure will apply (the “On-Boarding Procedure”).

- a. The Buyer will provide the Supplier with the updated Building Data Pack for that Site including, where relevant, a completed Attachment 6 (TUPE Information) in relation to any potential

Transferring Employees relevant to that Site. The Buyer will notify the Supplier which part(s) of Call-Off Schedule 2 (Staff Transfer) will apply to that Site.

- b. The Supplier will within 30 days of receiving the updated Building Data Pack provide the Buyer with a completed Pricing Model for that site (the “On-Boarding Pricing Model”) based on the Pricing Model for the corresponding Building Category that the Supplier submitted at Further Competition together with its calculation of the Anticipated TUPE Costs and Anticipated TUPE Risk Premium.

[REDACTED]

The Supplier acknowledges that the volume of certain Deliverables and the range of Deliverables required by the Buyer under this Call-Off Contract may be subject to adjustment and change during the Contract Period. Any such adjustments shall be recorded in accordance with the Variation Procedure and any impact on the Charges shall be calculated in accordance with the provisions relating to the Charges and the Framework Prices.

[REDACTED]

[REDACTED]

[REDACTED]

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed fee pricing option set out therein and shall be calculated by reference to the Supplier's Pricing Matrix set out in Call-Off Schedule 22 (Call-Off Tender).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms unless stated otherwise below:

ESTIMATED YEAR ONE CONTRACT CHARGES

To be confirmed.

ADDITIONAL INSURANCES

Not applicable

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply in whole or in part after 24 months from the beginning of Steady State Services and shall only be applied on a yearly anniversary of the beginning of Steady State Services. In any case indexation will only be chargeable by the Supplier where the Supplier can adequately demonstrate to the Buyer, one month in advance of any index application to charges, that there is evidential impact of inflation to actual costs of delivery of the Services, and the Buyer has agreed to incur indexation.

Where agreed by the Buyer indexation shall be applied to the Baseline Monthly Payment.

PASS THROUGH COSTS

Not Applicable

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

VARIATION THRESHOLD

Not Applicable

[REDACTED]

[REDACTED]

INCLUSIVE REPAIR THRESHOLD

NOT USED

[REDACTED]

[REDACTED]

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

METHOD OF PAYMENT

The supplier can use an electronic transaction system chosen by the Buyer.

Where the electronic system is used the Supplier shall;

- i. Register for the electronic transaction system in accordance with the instructions of the Buyer;
- ii. Allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;
- iii. Designate a Supplier representative as the first point of contact with the Buyer for system issues; and
- iv. Provide such data to the Buyer as the Buyer reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.



[BACS to account [] at [] [Bank / Building Society]]

BUYER INVOICING ADDRESS:

Financial Shared Services

Accounts Payable

B Spur, South Block

Barrington Road

Worthing

West Sussex

BN12 4AX

[Payments, Team \(Corporate Finance, Financial Shared Services\)](#)

PROGRESS REPORT FREQUENCY:

As set out in Attachment 3 – Annex A – Matrix of Deliverables

PROGRESS MEETING FREQUENCY:

As set out in Attachment 3 – Annex A – Matrix of Deliverables

SUPPLIER KEY ROLES/STAFF:

| | | |
|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

KEY SUBCONTRACTORS:

[REDACTED]

[REDACTED]

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

The Supplier regards their costing return as commercially sensitive along with the information supplied in tender questions AQB2, AQB3, AQB4 and AQB5 as they give insight into their unique approach to business.

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month

KPI CREDITS, AT RISK % AND EARN BACK%:

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

[REDACTED]

RISK REGISTER:

See Section A-5 of SLR in Matrix of Deliverables Document

SMALL AND MEDIUM SIZED ENTERPRISES

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 33%.

RELEVANT CONVICTIONS:

[Not Applicable]

CONCESSION – LOT 3 ONLY:

[Not Applicable]

COLLATERAL WARRANTIES Not Applicable

[If (Collateral Warranties) is used:

[The Supplier enters into collateral warranty agreements in favour of.....]

The Supplier procures collateral warranties from the Subcontractors identified below:

-
-

in favour of:

- the Authority; and.....
-]

PERFORMANCE BOND To be inserted post tender

[If (Performance Bond) is used the amount of the performance bond is.....]

CALL-OFF GUARANTEE Not Applicable

[The Supplier shall give to the Authority a guarantee by the Call-Off Guarantor of the Supplier's performance in the form of the Call-Off Guarantee] or

[The Supplier's performance shall be guaranteed by the Call-Off Guarantor under a guarantee which is in place under the Framework Contract which has been provided in relation to all call offs entered under the Framework Contract.]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



a) Our approach to supporting the local community and economy

The scale of the new Regional Centres means that HMRC, and by association Mitie, will be able to support the local community and economy as major employers in each area. It is important to us that we have a positive impact on all the communities we operate in and we work hard, in partnerships with our clients, to do exactly that. As well as being the right thing to do, we know that for many workers being part of an organisation with strong social value credentials is a key factor in attraction and retention.

Mitie Foundation

Launched in 2012, the Mitie Foundation supports community projects with volunteers, time, expertise and through the contribution of materials via our supply chain. The Foundation is almost 100% funded by Mitie Group. To date, Mitie staff have committed over 1000 volunteering days, and all employees engaged through HMRC will be encouraged, via newsletters and email updates, to get involved with the Foundation's activities, which will be reported back to HMRC during quarterly review meetings. This means we can give back to the communities in which we work in a variety of ways:

Prison and Probation – Transition – the Mitie Foundation has conducted 35 Dragons Den-style Business Challenge Days inside 14 prisons, securing guaranteed Mitie job interviews for all participants upon their release. One of our most recent events was held in August 2018 at HMP Bronzefield – 15 participants were mentored by 16 business partners drawn from organisations including Tesco, construction logistics firm Wilson James and construction company Willmott Dixon. In total, over 350 men and women with convictions have taken part in our Business Challenge Days and gone on to be introduced to 168 potential hiring managers with a very real chance of employment. During the contract term we will hold more of these events, supporting the communities in which the Regional Centres are situated.

Employment and Training – we run bespoke programmes for charities and organisations requiring extra support. Past initiatives have included a mentoring scheme for ex-military personnel and a tailored employability programme for women with the domestic violence charity Swindon Women's Aid, backed by our client Npower. To support efforts to secure employment for ex-service personnel, we will commit to ensuring 20% of the HMRC workforce are ex-military. We will also commit to employing 10% of personnel from ethnic minority families, helping to support local communities with employment throughout the UK.



working with our colleagues and supply chain, the Millie Foundation has also helped to build a garden centre, cafe and training academy at HMP Sudbury. Staffed by prisoners and supported by the visiting public, the social enterprise allows those with convictions to be trained in horticulture, landscaping, hospitality, retail, barista coffee service, food hygiene and customer service skills. We are following up this project by helping Portland College, Nottingham, to transform a derelict building into an employment hub. We will also shortly begin work with HMP Pooleton Hall to create a 'retail park', where women approaching release can gain skills in retail, customer service and being self-employed.

Given the values Millie shares with HMRC, we would welcome the opportunity to work together on further projects to enhance local communities and benefit the economy. We will agree these during mobilisation. We will also ensure any key subcontractors are fully aware of the part they play in achieving HMRC's Social Value requirements. To facilitate this, we have an annual supplier forum, meet-the-buyer events and contract-based innovation forums, as well as one-to-one reviews. Additionally, subcontractors are required to adhere to our 'One Code' and will be evaluated according to its principles. 'One Code' has been designed to help all employees to understand Millie's core values and the responsible behaviour expected to support our vision and values, safeguarding Millie's reputation and ensuring the future sustainable growth of the business.

Employment and Training - Millie supports a range of candidates with perceived barriers to employment through our award-winning Ready2Work scheme. They may be unemployed young people, recently settled refugees, disabled or have complex health needs. The Ready2Work programme consists of a preparatory pre-placement week (PPW), followed by seven weeks' work experience, after which job offers may be made by Millie or one of our clients.

Working together with organisations such as Remploy, Working Chance, Breaking Barriers Inaw Trust, Mencap, DWP, Prosperity Group, Bounce Bank and A Fairer Chance, we have conducted 16 programmes in London, Leeds, Manchester, Newcastle, Birmingham and Bristol over the last four years, with 152 candidates accessing on-the-job work experience. 110 candidates have obtained a job offer, 39 of the recent intake's 54 participants completed their placement, while 29 found employment, representing an employment rate just shy of 75%, helping unemployed young people and other candidates who face difficulty in finding work find obvious benefits for the communities in which they live, and indeed the economy, and we pledge to continue these activities in association with HMRC, specifically in those areas in which the Regional Centres are located.

Schools in Social Value - Millie also engages with students who are still at school. In the last year, we have coordinated over 167 events and 1,019 volunteering days in primary and secondary schools and academies, as well as colleges and universities. Millie volunteers expose the students to positive business role models and give them the skills and knowledge to raise their aspirations and broaden their career horizons.



Mitie also runs six Skills Centres at secondary schools and academies in Airdrie, Bristol, Birmingham, London, Sunderland and Wigan. The centres give 14 to 16-year-olds the opportunity to learn craft skills and obtain an accredited Construction and Built Environment Certificate or Diploma, which is a useful vocational qualification to augment academic qualifications.

So far, Mitie has invested more than £750,000 in money and time setting up, maintaining and engaging with the Centres. It is an investment from which everyone benefits: the young individuals whose skillsets and employment prospects are improved; the schools whose attendance and pass rates increase; and the communities that have access to new facilities out of school hours. We pledge to continue our drive to help young, unemployed people find work both at Mitie and at partner organisations.

Supporting Apprentices and Creating Apprenticeship Opportunities

Mitie is proud to be one of the UK's largest employers of apprentices. We take an 'Apprentice First' approach to any training. In 2018 we had circa 2,000 apprentices working across our portfolio of client contracts, in diverse roles ranging from nuclear operatives to bakers; public relations professionals to plumbers. Within that, a significant number of apprentices are employed in administrative roles. Relevant vacancies in 2018 included Accounts Assistant and HR support.

Our apprentices represent 3.5% of Mitie's workforce, which compares favourably with the UK Government's own target of 2.3%. All Mitie apprentices benefit from permanent employment contracts, and are fully embedded in business activities to maximise learning opportunities.

Mitie has accrued approximately £5m to spend on Apprenticeship opportunities, and that includes within our existing workforce to help employees develop their careers. We are keen to spend every penny and encourage our managers to identify opportunities to spend on existing employees wherever they can. These opportunities are discussed and identified during the annual MiReview appraisals, around the employees' ambitions, and any contractual operational objectives. A good example of this will be to encourage employees to undertake the Level 2 Customer Service qualification, which will be a useful addition to any CV but will also see a benefit within the HMRC contract, where customer service is an important focus. We will commit to enrolling a minimum of 10% of the HMRC contract workforce on to a suitable apprenticeship scheme.

This focus on Continual Professional Development extends to all levels of the organisation, as the Apprentice Levy also covers higher level qualifications up to and including a Level 7 NVQ, which is the equivalent of a degree, and our managers can apply for these to meet their own career development aspirations.

Thanks to our commitment to apprentices, we have won several awards:

- Promoting Diversity Employer of the Year, Scottish Apprenticeship Awards, 2018
- Macro Apprentice Employer of the Year, National Apprenticeship Service, 2017
- Achievement in Apprenticeship and Skills, Premises and Facilities Management Magazine Awards, 2016



Employment: Contract employees with access to training sources of employment

We are proud to provide employees on government contracts some of the industry's best training opportunities. It's a mutually beneficial arrangement, as we enjoy the industry's highest employee retention rate of over 90%. We ensure our workforce remains proactive, motivated and productive, providing clients the best service possible.

Learning: Mille has recently undergone a Learning and Development transformation. At the core of this is our Learning Hub, an online portal through which all employees can access courses that are key to career development. Accessible on any device connected to the internet, it means staff have instant access to learning at a place and time that suits them. Managers have a dashboard view of their team's training progress and history and can issue prompts if courses aren't completed satisfactorily. Topics covered include everything from diversity-oriented subjects like unconscious bias and disability in the workplace, to job-specific learning such as presentation skills and the latest on Information Security. It's all cloud-based, user-focused and will be available to those employed under a Mille contract with HMRC, ensuring the best possible standards of service.

Personal Development Programme: We offer a bespoke training and skills scheme. When candidates begin a new role, they are assigned a Personal Development Programme designed to encourage on-going progress throughout their career with Mille. During the year, managers conduct informal conversations with their teams, as well as a formal performance management process called Mireview. This helps managers understand their team's capabilities and needs. Using a skills matrix, we continually track the training being carried out and any qualifications achieved.

Optimal use of SMEs

At Mille we support our local suppliers through time, mentoring or sponsorship. We apply an approach to our employment, procurement and supply chain policies to always 'Think Local First'. This means looking to employ local people by advertising and recruiting locally for roles and working with local suppliers and subcontractors, in particular, Small to Medium Enterprises (SMEs), when not self-delivering certain elements of the service provision. We recognise the value of SMEs, which make up around 90% of our supply base. Our fair and ethical procurement procedure welcomes approach from all businesses, from sole traders to SMEs and multinationals. They can easily register interest via Mille's Supplier Sourcing online portal. All are treated fairly and can be assured Mille selects suppliers solely because we deem them to be right for the job. We support prompt, fair and effective payments and understand that it is particularly important for small and start-up companies, and Voluntary, Community and Social Enterprise (VCSE) organisations who may not have the reserves of larger companies. As such we commit to paying our VCSE supply chain within 30 days.

Mille's key differentiator and success is that we self-deliver our core services, enabling the best value for money for our clients. However, there are some specialist services for which we use local suppliers/SMEs to facilitate delivery such as technical surveillance counter measures (TSCM) and canine patrols.



We have an established contract with DCC uniform, a £30m revenue SME business, as our main uniform supplier across our contracts. We are proud of this and DCC's ethical values. In addition, once uniform is no longer fit for purpose, we ensure all badges are removed and then donate the unbranded clothing to homeless charities in the London communities local to DCC.

e) Implementing and managing HMRC's Social Value requirements into our delivery

Prior to contract commencement, we will meet with HMRC to further develop our approach to delivering these, in line with the Public Services (Social Value) Act 2012. Overall responsibility for social value will sit with Mitie's Development Director Strategic Government Accounts, Paul Davenport, rather than with the dedicated Contract Manager. This ensures Social Value receives regular management support and is not at risk of losing focus due to operational priorities. Paul is a member of the National Planning and Support Team, so will use this forum to implement requirements throughout delivery.



Meet the team - Paul Davenport

Paul operates at a strategic level to develop accounts through stakeholder relationships and joint development plans, specifically for government business. He works closely with CCS and the Cabinet Office and was part of the recent steering group on Outsourcing Playbook.

Each member of the team will also be trained in Social Value, the understanding and support of which will form a key component of their six-monthly appraisals.

Relevant training and communications tools, such as Equality and Diversity training, available to our security team will include e-learning programmes on Learning Hub (as shown in the screenshot below), podcasts, toolbox talks and e-newsletters.

Diversity and Inclusivity Mitie is a diverse organisation that engages and develops its people at all levels and seeks to demonstrate the benefits of its social value. Our diversity is a major part of who we are – we all have different skills, insight, styles, expertise and experiences. Our promise to our people is to create a place to work where we at Mitie can all thrive and be our best, every day. This is supported by our Equality and Diversity Policy, which aligns to HMRC's Diversity and Equality Policy and is made available to all staff through the company intranet.



Transparency – We recognise our responsibilities to society in relation to the Modern Slavery Act 2015 and our supply chain. We actively engage with our suppliers to ensure that they share our values and comply with relevant legislation. We also require our suppliers to read and understand 'One Code' as it is firmly rooted in our organisational values. Throughout our businesses, we promote collaborative working and a true partnership approach, working hand in hand with any other third parties relevant to the delivery of our services, to deliver a seamless service to the benefit of all parties. We welcomed the introduction of the Act and the provisions within Section 54 covering supply chain transparency in the Home Office guide. We will not tolerate human trafficking, slavery or forced labour of any type. A full statement on Mille's approach to modern slavery and human trafficking is available online at <https://www.mille.com/sustainable-what-is-slavery.pdf>.

Pay – Mille is committed to fair work practices. We recognise the delivery of high-quality services is dependent on staff being fairly treated and well rewarded. We therefore operate a pay policy that includes a commitment to supporting the Living Wage and will, wherever possible, work with clients to agree to pay the enhanced rate. In addition, we grant our staff 25 days annual leave – a benefit not all contractors offer. On Tuesday, 2 April 2019, we published our Gender Pay Gap report to the market and we are pleased that our mean average gender pay and bonus gaps have both improved since April 2017; our pay gap is currently 13.8% in favour of males versus 16.0% the previous year. We still have work to do and we'd like to update you on our results, areas of improvement, and core focus areas going forward.

Working Time – we have a Working Time Directive Procedure, which we follow at all times. It is available to all Mille staff on the company intranet.

Sustainability – underpins everything we do at Mille. Environmental viability of our people, products and services is a critical factor in our ability to deliver long-term sustainable solutions for our business and our customers, as detailed in our response to 3.1.1.7. We have a Sustainability Policy in place and look to reduce the environmental impact of everything we do; we will follow the Government Buying Standards. We make sure that our people understand our environmental impacts and how to reduce them and a key focus of our Sustainability Awareness Programme this year is employee engagement and behavioural change on sustainability. We encourage 'one team collaboration' with Officers conducting Green Patrols, working consciously to preserve the resources we use, save energy and share best practice across our services.

c) Tracking and reporting achievements against HMRC's Social Value requirement

During mobilisation we will agree with HMRC the social value measurements metrics we will monitor against and will embed our Mille Foundation and Sustainability teams into the contract signed to stakeholders within HMRC to monitor the delivery. We will continuously measure delivery and report progress via our monthly meetings. The Meron platform, on its live contract performance dashboard, will be used to monitor initiatives including progress against SLAs. Throughout the process, Mille will liaise with HMRC representatives to ensure all planned work placements / training / workshop events etc are carried out within the agreed timeframe.



Mitie's HR Business Advisor for the contract will monitor the number of volunteering days, numbers of apprentices and levels of recruitment of long-term unemployed, ex-military and minorities. We will provide a dedicated quarterly e-newsletter to communicate social value innovations, best practice and sustainable benefits implemented on the contract. Our supply chain team will feed into this through monitoring the sustainability credentials of our supply chain, including SME spend.

We will seek regular feedback from customers and stakeholders to measure progress on our social value approach and identify areas of improvement. This will be undertaken via customer surveys, as well as regular Net Promoter Score surveys. In addition, the Mitie Foundation publicly reports all social value activities in the form of a comprehensive annual report.

Issues and Remedies: If we fall behind on any commitment then we have an auditable process for the handling, processing and rectification of deficiencies to ensure continuous improvement. **Corrective actions (CA):** once a Social Value defect has been identified we will log it onto the Issues Log. For each issue, we will assign an owner and a date for a developed CA to be created and agreed by our Contract Manager and the relevant HMRC representative. **Preventative action (PA):** through Merlin, all stakeholders will have access to live information and will have early warning notification of any potential deficiencies in the Social Value requirement. Where this is the case, they will be logged onto the Issues Log and dealt with as above. **Complaints:** where we receive complaints about our Social Value provision, we will treat this as a service failure requiring a corrective action.

We have been setting ourselves social value targets and publishing the results for the last nine years – and our performance has improved year-on-year. Following the recognition and award of being ranked 17th in the inclusive Top 50 UK Employee Awards, we have now been certified as a 2018 Top Employer through the Top Employer Institute Certification Programme.



Our policies and practices have been assessed through the analysis of 100 questions which covered 600 people practices which serves as a reminder that we are a part of a global community of forward-thinking organisations that continue to strive for exceptional people practices, cementing our commitment to optimise and improve Mitie as a place to work, contributing to colleague retention and behaviours to work, to deliver the exceptional every day.

Continuous improvement: during the mobilisation and transition phases of the contract and beyond, we will continually review and assess our operations with a view to adding value through community benefits and where achievable, cost savings. We aim not only to meet HMRC's requirements - but exceed them.

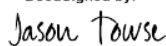
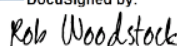


COUNTERPARTS

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

SIGNATURE AS A CONTRACT

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|---|---------------------------------|--|
| Signature: | DocuSigned by:  D7097651796243B... | Signature: | DocuSigned by:  FF82E402F65E467... |
| Name: | Jason Towse | Name: | Rob woodstock |
| Role: | Managing Director | Role: | Chief Commercial officer |
| Date: | 6/25/2019 | Date: | 6/25/2019 |



Crown
Commercial
Service



HM Revenue
& Customs

Call-Off Schedules

[Insert Schedules Joint Schedule 1 – Joint Schedule 7 [and Joint Schedule 8-11] and Call-Off Schedule 1 - Call-Off Schedule 11 [and Call-Off Schedule 12- Call-Off Schedule 26] where incorporated in the Framework Award Form]